### UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF WISCONSIN MILWAUKEE DIVISION

In re:

CATHI ELLEN GOLOMSKI, Debtor. Chapter 13 Case No. 17-25524-BHL

## NOTICE OF MOTION BY MTGLQ INVESTORS, L.P. FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT

MTGLQ Investors, L.P. ("Movant") has filed papers with the court to obtain relief from the automatic stay and abandonment.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant relief from the automatic stay and/or abandonment, or if you want the court to consider your views on the motion, then within 14 days of the filing date indicated on this notice, you or your attorney must file with the court a written response explaining your position and requesting a hearing at:

Clerk, U.S. Bankruptcy Court Eastern District of Wisconsin 517 East Wisconsin Avenue Milwaukee, WI 53202

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the deadline stated above.

You must also mail a copy to:

<sup>&</sup>lt;sup>1</sup> Selene Finance, LP services the loan on the property referenced in this motion for relief. In the event that the automatic stay in this case is lifted/set aside, this case dismissed, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of MTGLQ Investors, L.P. ("Noteholder"). Noteholder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed. Noteholder is the original mortgagee or beneficiary or the assignee of the security instrument for the referenced loan.

O'Dess and Associates, S.C. Attn: D. Alexander Martin 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213

Scott Lieske Chapter 13 Standing Trustee P.O. Box 510920 Milwaukee, WI 53203

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting the relief requested.

Dated at Wauwatosa, Wisconsin this 4 day of 16

, 20 18

O'DESS AND ASSOCIATES, S.C. Attorneys for Movant

By: D. Alexander Martin State Bar ID No. 1046591

Case No. 17-25524-bhl

For informational purposes and to comply with applicable law only. This should not be construed as an attempt to collect a debt.

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

Drafted by:

O'Dess and Associates, S.C.
1414 Underwood Avenue, Suite 403
Wauwatosa, WI 53213
(414) 727-1591
(414) 727-1590 fax
dmartin@odesslavv.com

### UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF WISCONSIN MILWAUKEE DIVISION

In re:

CATHI ELLEN GOLOMSKI,

Debtor.

Chapter 13 Case No. 17-25524-BHL

MTGLQ Investors, L.P. ("Movant"), through its attorneys, O'Dess and Associates, S.C., pursuant to 11 U.S.C. §§362(d) and 554(b) of the Bankruptcy Code and Rules 4001(a) and 6007(b) of the Federal Rules of Bankruptcy Procedure, moves the court for relief from the automatic stay and abandonment, and in support states as follows:

- Debtor Cathi Ellen Golomski filed a voluntary petition under chapter 13 of the Bankruptcy Code on June 2, 2017.
- 2. Debtor executed and delivered a note dated February 22, 2002, to State Central Credit Union for an original principal sum of \$63,000.00 ("Note"). Movant, directly or through an agent, has possession of the Note and the Note is duly endorsed. A copy of the Note is attached as Exhibit 1.
- 3. Payments pursuant to the Note are secured by a mortgage ("Mortgage") of even date and duly assigned to Movant on real property located at 2920 S. 10<sup>th</sup> Street, Milwaukee, Wisconsin 53215 ("Property"). A copy of the Mortgage and Assignments of Mortgage is attached as Exhibits 2 and 3, respectively.

Drafted by:

O'Dess and Associates, S.C. 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 fax dmartin@odesslaw.com

- 4. The approximate payoff balance of this loan as of April 12, 2018, as reflected in Movant's servicer's records, is \$32,920.89.
- 5. Debtor failed to comply with the terms and conditions of the Note and Mortgage and her proposed chapter 13 plan by failing to make the post-petition mortgage payments as they came due. A copy of the debtor's payment history since post-petition mortgage payments were last current is attached as Exhibit 4.
- 6. Upon information and belief, the Property has an approximate value of \$72,700.00 based upon the taxing authority's assessment value. However, "[p]roperty valuations in bankruptcy are 'determined in light of the purpose of such valuation and of the proposed disposition or use of such property . . . ." In re Vitreous Steel Prods., 911 F.2d 1223, 1232 (7th Cir. 1990) (quoting 11 U.S.C. § 506(a)). In the event of a force-sale, the estimated liquidation value is \$52,344.00 after costs of sale
- 7. Based upon the above, the Property is burdensome and of inconsequential value to the bankruptcy estate, and due to debtor's failure to make post-petition mortgage payments cause exists to lift the automatic stay and make inapplicable the 14 day stay pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3).
- 8. Movant seeks relief for the purposes of exercising its remedies against the Property as permitted by the Note and Mortgage and applicable non-bankruptcy law, including foreclosure proceedings in state court, and contacting the debtor by telephone or written

Drafted by:

O'Dess and Associates, S.C. 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 fax dmartin@odesslavy.com correspondence to, at Movant's option, offer, provide, and enter into a forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement.

9. Movant has retained counsel to pursue this motion and anticipates incurring attorneys' fees and costs for which it may seek reimbursement.

WHEREFORE, Movant respectfully requests that this court enter an order:

- A. terminating the automatic stay as to Movant so that Movant, its successors and assigns, may exercise its remedies against the Property as permitted by the Note and Mortgage and applicable non-bankruptcy law, including foreclosure proceedings in state court, and authorizing Movant to contact the debtor by telephone or written correspondence to, at Movant's option, offer, provide, and enter into a forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement;
  - B. abandoning the Property from the bankruptcy estate;
- C. making inapplicable the 14 day stay pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3); and,
  - D. granting such other and further relief as the court deems just and appropriate.

Dated at Wauwatosa, Wisconsin this \_\_\_\_day of

\_\_\_\_, 20 6

O'DESS AND ASSOCIATES, S.C.

Attorneys for Movant

By:

D. Alexander Martin

State Bar ID No. 1046591

Drafted by:

O'Dess and Associates, S.C. 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 fax dmartin@odesslaw.com

### UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF WISCONSIN MILWAUKEE DIVISION

In re:	
CATHI ELLI	EN GOLOMSKI,
Debto	r.

Chapter 13 Case No. 17-25524-BHL

### CERTIFICATE OF SERVICE

The undersigned certifies that on the day of \_\_\_\_\_\_, 20 \_\_\_\_, he caused a copy of this Notice of Motion and Motion for Relief from Automatic Stay and Abandonment to be served by U.S. mail on debtor, Cathi Ellen Golomski, at 2920 South 10<sup>th</sup> Street, Milwaukee, WI 53215; and, on the creditors identified in the attached creditor matrix; and, on the same date by electronic means *via* CM/ECF on debtor's counsel, Jeffrey K. Fields, and on the chapter 13 trustee, Scott Lieske and the office of the U.S. Trustee.

Dated at Wauwatosa, Wisconsin this 4 day of

D. Alexander Martin

Drafted by:

O'Dess and Associates, S.C. 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 fax dmartin@odesslav.com

### Creditor Mailing Matrix (Case No. 17-25524-bhl)

### Drafted by:

O'Dess and Associates, S.C. 1414 Underwood Avenue, Suite 403 Wauwatosa, WI 53213 (414) 727-1591 (414) 727-1590 fax dmartin@odesslaw.com Label Matrix for local noticing 0757-2
Case 17-25524-bhl
Bastern District of Wisconsin Milwaukee
Fri Mar 30 16:24:30 CDT 2018
Wisconsin Department Of Revenue Special Procedures Unit P.O. Box 8901
Madison, WI 53708-8901

Barclays Bank Delaware P.o. Box 8803 Wilmington, DE 19899-8803

Comenity Bank/jesslon Po Box 182789 Columbus, OH 43218-2789

IRS-Insolvency P.O. Box 7346 Philadelphia, PA 19101-7346

Midland Funding 2365 Northside Drive Suite 300 San Diego, CA 92108-2709

Office of the U. S. Trustee 517 East Wisconsin Ave. Room 430 Milwaukee, WI 53202-4510

Reviver Financial, LLC PO Box 3023 Attn: Bankruptcy Department Hutchinson, KS 67504-3023

Speedy/Rapid Cash PO BOX 780408 Wichita, KS 67278-0408

Wells Fargo Dealer Services PO Box 1697 Winterville, NC 28590-1697 MTGLQ Investors, L.P. c/o Selene Finance LP 14643 Dallas Parkway, Suite 750 Dallas, TX 75254-8884

Wisconsin Dept, Of Revenue Special Procedures Unit P.O. Box 8902 Madison, WI 53708-8902

CAPITAL ONE, N.A. C/O BECKET AND LEE LLP PO BOX 3001 MALVERN PA 19355-0701

Diversified Consultant 10550 Deerwood Park Blvd Jacksonville, FL 32256-0596

Kohls/Capital One PO Box 3115 Milwaukee, WI 53201-3115

Midland Funding, LLC Midland Credit Management, Inc. as agent Midland Funding, LLC PO Box 2011 Warren, MI 48090-2011

(p)PORTFOLIO RECOVERY ASSOCIATES LLC PO BOX 41067 NORFOLK VA 23541-1067

Selene Finance, LP 9990 Richmond Avenue Suite 400 South Houston TX 77042-4546

T Mobile/T-Mobile USA Inc by American InfoSource LP as agent 4515 N Santa Fe Ave Oklahoma City, OK 73118-7901

Wisconsin Department of Revenue P.O. Box 8901 Madison, WI 53708-8901 United States Attorney's Office 517 K. Wisconsin Ave. Room 530 Milwaukee, WI 53202-4509

Alliance Collection Agency 3916 S Business Park Ave. Marshfield, WI 54449-9029

Comenity Bank/fullbeauty 4590 B Broad St. Columbus, OH 43213-1301

FNMA 14221 Dallas Parkway, Ste 1000 Dallas, TX 75254-2946

Lane Bryant Retail 450 Winks Lane Bensalem, PA 19020-5943

O'Dess & Associates, S.C. 1414 Underwood Avenue \*\* Suite 403 Milwaukee, WI 53213-2653

Quantum3 Group LLC as agent for MOMA Funding LLC PO Box 788 Kirkland, WA 98083-0788

Seterus Inc PO Box 1077 Hartford, CT 06143-1077

Wells Fargo Bank N.A., d/b/a Wells Fargo Dea PO Box 19657 Irvine CA 92623-9657

Cathi Bllen Golomski 2920 South 10th Street Milwaukee, WI 53215-3921 Jeffrey K. Fields
The Fields Group, LLC Law Firm \*
2323 S. 109th Street # 345
Milwaukee, WI 53227-1909

Scott Lieske
Chapter 13 Trustee
P.O. Box 510920
Milwaukee, WI 53203-0161

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Portfolio Recovery Associates 120 Corporate Blvd., Ste 1 Norfolk, VA 23502 (d)Portfolio Recovery Associates, LLC POB 41067 Norfolk VA 23541

End of Label Matrix
Mailable recipients 31
Bypassed recipients 0
Total 31

### UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF WISCONSIN MILWAUKEE DIVISION

		Chapter 13 Case No. 17-25524-bhl
Debtor. Case No. 17-25524-bhl  AFFIDAVIT SUPPORTING MOTION FOR RELIEF FROM AUTOMATIC STAY  STATE OF		
STATE	OF Florida ) ss.	
COUNT	Y OF Duval	
H below, v	Before me, the undersigned authority, who being by me duly sworn, deposed a	personally appeared the person identified as follows:
1.	as a Bankruptcy Manager Finance, LP provides certain loan at L.P. ("Movant"). In that capacity, behalf of ("Movant"). I am of sour this Affidavit. The statements set based on my personal knowledge ar	Pursuant to an agreement, Selene servicing activities for MTGLQ Investors, I am authorized to execute this affidavit on a mind, lawful age and capable of making forth in this Affidavit are true and correct
2.	This Affidavit is submitted in suppautomatic stay (the "Motion") by M	port of the motion seeking relief from the lovant, in the above-captioned case.
3.	and have examined all books, reco transaction alleged in the Motion. A are kept in the regular course of bu the transaction using information knowledge of the facts. It is the books, records and documents. Al	ords, and documents kept concerning the All of these books, records, and documents is siness and are made at or near the time of a transmitted by persons with personal regular practice to make and keep these all of these books, records, and documents the whose duty it is to keep the books,
4.	My responsibilities include, but a accounts and ascertaining amounts of	are not limited to, handling bankruptcy due and payable.

- I have personal knowledge of the facts contained in this Affidavit. Specifically, I have reviewed and have personal knowledge of the records related to the loan account associated with the certain property described as 2920 S. 10<sup>th</sup> Street, Milwaukee, Wisconsin 53215.
- 6. Movant is the current holder of the note. A true and correct copy of the note is attached hereto as Exhibit 1, and incorporated herein by reference.
- 7. Movant is the current holder of the mortgage. A true and correct copy of the mortgage is attached hereto as Exhibit 2 and incorporated herein by reference. A true and correct copy of the assignments of the mortgage is attached hereto as Exhibit 3 and incorporated herein by reference.
- 8. As of April 12, 2018, there are one or more defaults in paying debtor's post-petition amounts due with respect to the note.
- As of April 12, 2018, the approximate payoff balance of the loan according to Movant's servicer's records is \$32,920.89.
- 10. The following chart sets forth those post-petition payments, due pursuant to the terms of the note, that have been missed by the debtor as of April 12, 2018:

Number of Missed Payments	From	То	Missed Principal and Interest	Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Missed
<u>5</u>	12/1/17	4/1/18	\$302.60	\$107.35	\$409.95	\$2,049.75

Less post-petition partial payments (suspense balance): (\$95.21)

Total: \$1,954.54

11. As of April 12, 2018, the total post-petition arrearage/delinquency is \$2,254.54, consisting of (i) the foregoing total of missed post-petition payments in the amount of \$1,954.54, plus (ii) the following post-petition fees<sup>1</sup>:

<sup>&</sup>lt;sup>1</sup> The total of missed post-petition payments for this escrow loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, movant will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly.

Description	Amount	
Proof of Claim 10/11/17	\$300.00	

- 12. Attached hereto as Exhibit 4 and incorporated herein by reference is a summary of the post-petition mortgage payment history since the post-petition mortgage payments were last current.
- 13. Based on the tax-assessed value of the property, the estimated current market value of the property is \$72,700.00.

I solemnly affirm under the penalty of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on Up 35, 2	N. O. O. C.
1	W W a
	By: Testra Tearhor
	Name Leslie Leaphart
	Bankruptcy Manager
	wanage
STATE OF	
COUNTY OF Duval )	
COUNTY OF <u>Duval</u> )	
	and the A. Israelia
Subscribed and sworn to me the undersign	ned authority by Genevleve A. Jacobs
on this 25th day of 00	nl ,2018.
1	
My Commission Expires: 3-13-2	522-11 NIL 11 10 10
iviy commission Expires.	SJ8 NOMMICHULLINING
	otary Public in and for the
	State of Florida
	[SEAL]
	GENEVIEVE A. JACOBS
	Commission # GG 195487
	Expires March 13, 2022  Bonded Thru Troy Fain Insurance 800-385, 7040

# EXHIBIT 1



NOTE



ORIGINAL

FEBRUARY 22, 2002 [Date]

Milwaukee

2920 S. 10th Street Milwaukee, WI 53215 [Property Address]

(State)

1. BORROWER'S PROMISE TO PAY

in return for a loan that I have received, I promise to pay U.S. \$ "Principal"), plus interest, to the order of the Leader. The Leader is State Central Credit Union,

63,000.00

(this amount is called

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a 6.500 yearly rate of

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section

6(B) of this Note. Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will make my monthly payment on the LST day of each me day of each month beginning on APRIL 1, 2002 I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owo under this Note. Each monthly payment will be applied to interest and any other charges MARCH 1, 2017, I still owe amounts under this Note. I will now these applied to force or applied to interest before Principal. If, on

, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Washington Mutual Bank, FA. P.O. Box 660139, Dallas, TX 75266-0139 or at a different place if required by the Note Holder.

(0) Amount of Monthly Payments My monthly payment will be in the amount of U.S. \$ 548.80

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes,

5. LOAN CHARGES If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me, if a refund reduces Principal, the

reduction will be treated as a partial Prepayment. 6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after 5.000 the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

Desc Main. Document

6 of



Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder was endorsed by the body to the Note and the surface this Note and the surface that Note are not the Note and the No may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in foll of all sums secured by this Security Instrument. However, this

option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Pit Work shair	(Seal)
Cathi C. Lolomsh.	- Borrower
Cathi C. Klacanah.	(Seal)
Cathi E. Golomski	- Вопомег
	(Scal)
	- Horrower
	(Seal)
	- Borrower

(Sign Original Only)

Payable without recourse to Washington Mutual Bank, BA

State Central Credit Union

Terrence McQuade Director of Mortgage Lending PAY TO THE ORDER OF:

WITHOUT RECOURSE Washington Mutual Benk F.A.

Assistant Vice Provident Gall E. Wassel

HASCONSIN FIXED HATE NOTE - Stock Family - From Law Belling United Court Linguister Torm 1800 (1810)

- MARIE

**EXHIBIT 2** 

8242629

REGISTER'S OFFICE | SS RECORDED AT 3:39 PM

03-13-2002

Prepared by and When Recorded Return To: Lauri A. Kissinger State Central Credit Union 10015 W. Greenfield Ave. Milwaukee, WIL PARCEL NO. Above This Line For Recording Data]-----

REGISTER OF DEEDS

ANOUNT 39.00

LOAN NO.

MORTGAGE

#### **DBFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

 (A) "Security Instrument" means this document, which is dated together with all Riders to this document.
 (B) "Borrower" is FEBRUARY 22, 2002.

Christopher R. Golomski AND Cathi E. Golomski, Husband and Wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is

State Central Credit Union Lender is a Milwaukee, WI 532 Milwaukee, WI 53214

organized and existing under the laws of

. Lender's address is Wisconsin 10015 W. Groenfield Avenue

Milwaukee, WI 53214 Lender is the mortgages under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated The Note states that Borrower owes Lender PEBRUARY 22, 2002

SIXTY-THREE THOUSAND AND 00/100

Dollars (U.S. \$ 63,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the dobt in full not later than MARCH 1, 2017

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(C) "Least" means the debt suidecood by the Note plus Japane.

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders

are to be executed by Borrower [check box as applicable]:

WISCONSIN - Single Family - Faunte Mar/Freddle Max UNUFORM INSTRUMENT

Porm 3050 (01/01)

15

Adjustable Rate Rider	Condominium Rider	Planned Unit	Development Rider	
1-4 Pamily Rider	Second Home Rider	Biweekly Pay	ment Rider	
Baltoon Rider	Cther(s) [specify]	MI Rider		
and administrative rules and o judicial opinions.  (i) "Community Association that are imposed on Borrower organization.	all controlling applicable federal rders (that have the effect of law Dues, Fees and Assessments" ma or the Property by a condominium for" means any transfer of fund	eans all dues, fees, assess m association, homeowne	ments and other charges rs association or similar on originated by check,	i d
draft, or similar paper instru- computer, or magnetic tape as account. Such term includes, i transfers initiated by telephone.	ment, which is initiated inrough as to order, instruct, or autho but is not limited to, point-of-sale, wire transfers, and automated di-	rize a financial institution e transfers, automated tell earinghouse transfers,	on to debit or credit an er machine transactions,	
third party (other than insurant destruction of, the Property; () in the of condemnation; or (	in means any compensation, sattler proceeds paid under the covers i) condemnation or other taking of iv) misrepresentations of, or om	of all or any part of the Productions as to, the value	roperty; (iii) conveyance and/or condition of the	200
Property. (M) "Mortgage Insurance"	means insurance protecting Lend	er against the nonpaymer	u of, or default on, the	0.
plus (ii) any amounts under Sec. (O) "RESPA" means the Real regulation, Regulation X (24 Cor successor legislation or regulation.	ns the regularly scheduled amountion 3 of this Security Instrument Estate Settlement Procedures Acc. F.R. Part 3500), as they might alation that governs the same submonts and restrictions that are in	the control of the co	q.) and its implementing time, or any additional this Security Instrument, derally related mortgage	
loan" even if the Loan does no	nonia and restrictions due to the qualify as a "federally related m Borrower" means any party that obligations under the Note and/or	has taken title to the Prop	erty, whether or not that	
TRANSFER OF RIGHTS IN	THE PROPERTY			
This Security Instrument securior modifications of the Note; an	ires to Lender: (i) the repayment d (ii) the performance of Borrow r this purpose, Borrower does he escribed properly located in the	nt of the Loan, and all reer's covenants and agreer reby mortgage, grant and County Type of Recording	convey to Lender, with	
		;		
of Milwaukoo [Name of Recording	Jurisdiction)		1	
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WISCONSIN - Single Family - Pass	nie MassFreddie Mac UNDFORM INSTI Page 2 of 13	RUMENT	Porm 3050 (01/01)	
			7.0	

Lot 35, in Block 4, in Vogel Park, a Subdivision of a part of the Southwest 1/4 of Section 8, Township 6 North, Range 22 East, in they City of Milwaukee, Milwaukee County, Wisconsin.

This is Homestead property

Tax Key Number: 507-1142-X

This Is Not A Purchase Money Mortgage.

which currently has the address of

2920 S. 10th Street, Milwaukce

|On

Wisconsin

53215 [Zip Code] ("Property Address"):

TOGETHER WITH all the Improvements now or hereafter created on the property, and all casements. appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully solved of the datate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to my encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agrees as follows:

1. Payment of Principal, Interest, Escrow Rems, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and Interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Londer as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Londer: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Scatton 15. Lender may return any payment(s) or partial payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without walver of any rights hereunder or projudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

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Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Fnyments or Froceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delignment Periodic Payment which instrument and applied from Borrower for a delignment Periodic Payment which in the content of the Note.

or the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Punds") to provide for payment of amounts due for: (a) taxes and Note, until the Note items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) lesschold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, of Section 10. These items are called "Escrow Items," At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and autoduces, foes and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items tems unless Lender walves Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may walve Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covonant and agreement" is used in covenant and agreement is used in the amount due for an Escrow Item. Lender may exercise its rights under Section 9 and pay such amount and the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan entity (including Lender, if Lender is an institution whose deposits are so insured by a federal agency insurance and including Lender is an institution whose deposits are so insured by a federal agency insurance and including lender is an insurance and including lender is

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Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in excrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in excrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RBSPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA. Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges: Liene. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to

Borrower any Funds held by Lender.

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasthold payments or ground reats on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Esorow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-lime charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, carthquakes and floods, for which Lender requires insurance. This insurance earlier providing the insurance shall be chosen by Borrower subject to Lender's right to disappro

requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in consection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might eignificantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall hear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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Case 17-25524-bhl Claim 12-1 Filed 10/17/17 Desc Main Document Page 12 of 30 All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgages and/or as an additional loss payee.

In the event of loss, Royower shall relief to the count of loss.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an apportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. 'Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unput under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically fensible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property. Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payment as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender

gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but arcinot limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change loaks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so, it is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9 authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Londer to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lesschold and the fee title shall not merge unless Lender agrees to

the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithistanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require tos reserve payments if Mortgage Insurance coverage (In the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of Mortgage Insurance, Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance lin effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance indicated in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur provided such insurance and Borrower was required to make separately designated payments toward the premiums

Morigage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Morigage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into

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agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage lisurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage

(a) Any such agreements will not affect the amounts that Horrower has agreed to pay for Morigage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Morigage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower bas - if any - with respect to the Morigage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Morigage Insurance, to have the Morigage Insurance terminated automatically, and/or to receive a refund of any Morigage Insurance premiums that were uncarned at the time of such cancellation or termination.

11. Assemment of Miscellaneous Proceeds: Forfeiture. All Miscellaneous Proceeds are hereby assigned to

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to

and shall be paid to Lender.

and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on much Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction; (a) the total contents of the sums secured immediately before the partial taking, destruction, or loss is value divided by the amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lendar otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security shall be paid to Borrower.

Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security

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Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, procludes forfeiture of the Property or other material impairment of Lender's interest interest. in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Payment or the Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Payment or the Security Instrument by I Borrower. Any forbearance by Lender in exercialng any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability: Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to morigage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent,

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law,

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits. interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security instrument must be until the action of a proper in connection with this Security instrument shall be deemed to have been

in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent

WISCONSIN - Single Pamily - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Porm 3050 (01/01)

by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of substitute notice address by notice to Lender. Borrower's change of address, then Borrower's change of address then by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security

Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law in this Security Instrument are subject to any requirements and limitations of Applicable Law. in this Security instrument are subject to any requirements and immutations of Application 2.24. Application and insight explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument; (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and

neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent.

Lender may reculte imprediate payment in full of all sums secured by this Security Instrument. However, this

Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay there sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader all the trade that the security Instrument and the Major of the property in the Security Instrument. sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, properly inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sunsispected by this Security Instrument, shalt continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender; (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain

WISCONSIN - Single Family - Fannie Mae/Preddie Mac UNIFORM INSTRUMENT

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fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective section. If Applicable Law provides a time period which must clapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to care given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 20.

21. Hazardous Substances, other flammable or taxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formatichyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the Jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

contribute to, or otherwise trigger an Environmental Clemup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any apilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (d) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Nothing herein shall create any obligation on Leader for an Environmental Cleanup.

WISCONSIN - Single Family - Family MassFreddle bias UNIFORM INSTRUMENT
Page 11 of 13

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22. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further inform Borrower of the right to relustate after acceleration and the right to bring a court action to assert the non-endstence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be antitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sole, Lender shall give notice of sale in the manuer prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the elerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the property is a one- to four-family residence that is owneroccupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deffuiency, to hold the foreolosure sale of real estate of 20 acres or less six months after a foreolosure judgment is entered. If the property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreolosure, a farm, a church, or a tax-exempt charitable organization. Borrower agrees to the provisions of Section 846.103 of the Wisconela Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a forcolosure judgment is entered.

Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

WISCONSIN - Single Family - Famule Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3050 (01/01)

Vitnesses:	mil and:
	(Scal)
	CHETATOPHEL K. Sylvania
	Social Security Number
	Cathi E. Golomaki (Seal)
	Social Security Number
	(Seal)
	Social Security Number
*	(Seal)
	Social Security Number
TATE OF Wisconsin	) SS:
OUNTY OF Nilwaukee	)
he foregoing instrument was acknowledge	ed before me, a Notary Public, on FEBRUARY 22, 2002  Date: Date: Date: AND Cathi E. Golomski, Husband and Wife
y: Christopher R. Golos	
	Person(s) Acknowledging
n WITNESS WHEREOF, I have hereunt	set my hand and official seal.
33 3 1 A a	mountained.
	機(Aspender 2) (/ ) ·
Ay Commission expired is permanan	Whim a. Mul
ty Commission expires: 1s pertuanen	OTANIA (White A. Molary Public Patricia A. Schober, Waukesha County
Ay Commission expires: is perturbed as perturbed wisconding a single Family - Famile Mas/Fredd	"Fuglily

### MORTGAGE INSURANCE RIDER

LOAN NO. 2,002 This Mortgage Insurance Rider is made this 22ND day of FEBRUARY, incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's (identify type of note, e.g. fixed rate) note (the Note") to Pixed Rate State Central Credit Union ("Lender") of the same date

and covering the property described in the Security Instrument and located at:

2920 g. 10th Street Milwaukee, WI 53215

[Property Address]

The Security Instrument is amended by adding the following at the end of Section 10 (if the Security Instrument has a form date at the lower right corner of 3/99 or later) or Section 8 (if the Security Instrument has a form date at the lower right corner that is earlier than 3/99):

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Morigage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any relinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

MULTISTATE MORTGAGE INSURANCE RIDER - Single Femily - Fannie Mae UNIFORM INSTRUMENT Page 1 of 2 FNMA3160 (6/00)

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(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Morigage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Morigage Insurance, to have the Morigage Insurance terminated automatically, and/or to receive a refund of any Morigage Insurance presultures that were uncarned at the time of such cancellation or termination.

BY SIGNING BELOW, Borrower accepts this Mortgage insurance Rider and agrees that it amends and aupplements the Security Instrument.

Christopher R. Golomski (Scal) Cathi C. Molomski (Seal) - Bolomski Cathi E. Golomski

(Scal) (Scal)
-Borrower -Borrower

[Sign Original Only]

[Notary acknowledgement as appropriate to jurisdiction must be added and executed]

MULTISTATE MORTGAGE INSURANCE RIDER - Single Family - Farmin Man UNIFORM INSTRUMENT FNMAD160 (6/00) Page 2 of 2 PORM 3160 4/00

EXHIBIT 3

	and the second second
	824263Ø <sup>Y</sup>
	REGISTER'S OFFICE SS
	NECORDED AT 3:39 PM
PREPARED BY AND WHEN RECORDED RETORN TO	63-13-2602
State Central Credit Union 10015 W. Greenfield Ave Wilwaukee, Wi 53214	WALTER R. BARCZAK REGISTER OF DEEDS
PARCEL ID NO. 1 LOAN NO. 1 ASSIGNMENT OF MORTGAGE	AMOUNT 11.00
State Central Credit Union,	
Assignor, for a valuation consideration assigns to	
Washington Mutual Bank, FA,	, ("Assignee")
the mongage executed on FEBRUARY 22, 2002 Christopher R. Golomski AND Cathi E. Go	by blomski, Husband and Wife
as Montgagor, to State Central Credit Union, on the 22ND day of FEBRUARY, 2002 , a	nd recorded in the office of the Register of Deeds of
County Withousin Di	MAR I 3 200Z
Document Number 824262 in (Reel) (Vol.) (Image) (Page)  , together with the note and indel	of (Records) (Mongages), on
(image) (Page)  Lot 35, in Block 4, in Vogel Park, a Subdivision of a part of the 114 of the Southwest 114 of Section 8, Township 6 North, Range they City of Milwaukee, Milwaukee County, Wisconsin.	Southwest
This is Homestead properly	
This assignment is made without recourse.	
Dated this 22ND day of FEBRUARY, 2002	
Dates una	State Central Credit Union
В	Persene millrade
	Name: Terrence McQuade In: Director of Mortgage Lending
R	Mane: Robert M. Haagensen
	lu: Director of Underwriting
ACKNOWLEDG	A PORTON AND A POR
STATE OF WISCONSIN }	MALEN
3 54.	
COUNTY OF	00
The state of the s	tor of Underwriting/ of the above
named corporation, to me known to be the persons who executed officers of said corporation, and acknowledged that they executed	the foregoing instrument, and to me known to be such
said corporation, by its authority.	Law of the state o
	nour a Kingstragen.
	Lauri A. Kissingozi 6/4 Compy Williams Public Milwaukes Compy Wil.

This instrument was drafted by: Lauri A. Rissinger

State Bar of Wisconsin Form 14-1982

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My Commission (is) (expires): 10-23-027111

### DOC # 10591200

RECORDED 08/08/2016 10:53 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:
\*\*\*This document has been
electronically recorded and

returned to the submitter. \*\*

WISCONSIN ASSIGNMENT OF MORTGAGE

Document Number

4 . 1

Name and Return Address PEIRSONPATTERSON, LLP ATTN: RECORDING DEPT. 13750 OMEGA ROAD DALLAS, TX 75244-4505 800-899-9027

Parcel Identifier Number (PIN):

[This Area for Recording Data]

Loan No.: FNMA Loan No.:

For Value Received, JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto JPMorgan Chase Bank, National Association, (herein "Assignee"), whose address is 700 Kansas Lane, MC 8000, Monroe, LA 71203, all beneficial interest under a certain Mortgage dated February 22, 2002 and Lane, MC 8000, Monroe, LA 71203, all beneficial interest under a certain Mortgage dated February 22, 2002 and Cantell Colomic Co

LOT 35, IN BLOCK 4, IN VOGEL PARK, A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

such Mortgage having been given to secure payment of Sixty Three Thousand and 00/100ths (\$63,000.00), which Mortgage is of record in Book, Volume, or Liber No. 5283, at Page 5594 (or as No. 8242629), in the Office of the Register of Dueds of MILWAUKEE County, State of Wisconsin.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821(d)(2)(G)(i)(II).

Contact Federal National Mortgage Association for this instrument c/o Seterus, Inc., 14523 SW Millikan Way, #200, Beaverton, OR 97005, telephone #1-866-570-5277, which is responsible for receiving payments.

Wisconsin Assignment of Mortgage JPMorgan Chase Bank N.A. Project W3543

Page 1 of 2

1.73108W1 01/12 Rev. 02/14

Case 17-25524-uni Claim 12-1 Filed 10/17/17 Desc Main Document Page 24 of 30

WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on WACH ILO GOLLE JPMorgan Chase Bank, National Association, AND SEAL ... successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA ERICA S. WEB **VICE PRESIDENT** Its: ACKNOWLEDGMENT State of Louisiana Parish of Ouachita On this 14 day of March, Date , before me appeared ERICAS WEBB , to personally known, who, being by me duly sworn (or affirmed) did say that he/she is the WCE PRESIDENT , of JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA, and that the seal affixed to said instrument is the corporate seal of said entity and that the instrument was signed and sealed on behalf of the said entity by authority of its board of directors and that acknowledged the instrument to be the free act and deed of the said entity. Signature of Notarial Officer Eva Reese EVA REESE OUACHITA PARISH, LOUISIANA LIFETIME COMMISSION Printed Name NOTARY ID # 17070 Notary Public Title or Rank Lifetime My Commission Expires: (Seal, if any) This instrument was drafted by: PEIRSONPATTERSON, LLP 13750 OMEGA ROAD DALLAS, TX 75244-4505 Wisconsin Assignment of Morigage L73108WI 01/12 Rev. 02/14 JPMorgan Chase Bank N.A. Project W3543 Page 2 of 2

Case 17-25<mark>524-bhl : Claim 12-1 "Filed 10/17/17". Desc Main Document Page 25 of 30</mark>

#### DOC # 10591201

RECORDED 08/08/2016 10:53 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

\*\*\*This document has been electronically recorded and returned to the submitter, \*\*

WISCONSIN ASSIGNMENT OF MORTGAGE

Document Number

Name and Return Address PEIRSONPATTERSON, LLP ATTN: RECORDING DEPT. 13750 OMEGA ROAD DALLAS, TX 75244-4505 800-899-9027

Parcel Identifier Number (PIN):

[This Area for Recording Data]

Loan No.: FNMA Loan No.:

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS, (herein "Assignee"), whose address is 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254, all beneficial interest under a certain Mortgage dated February 22, 2002 and recorded on March 13, 2002, made and executed by CHRISTOPHER R. GOLOMSKI AND CATHI E. GOLOMSKI, to and in favor of STATE CENTRAL CREDIT UNION, upon the following described property situated in MILWAUKEE County, State of Wisconsin:

Property Address: 2920 S. 10TH STREET, MILWAUKEE, WI 53215

LOT 35, IN BLOCK 4, IN YOGEL PARK, A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

such Morigage having been given to secure payment of Sixty Three Thousand and 00/100ths (\$63,000.00), which Morigage is of record in Book, Volume, or Liber No. 5283, at Page 5594 (or as No. 8242629), in the Office of the Register of Deeds of MILWAUKEE County, State of Wisconsin.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

Contact Federal National Mortgage Association for this instrument c/o Scterus, Inc., 14523 SW Millikan Way, #200, Beaverton, OR 97005, telephone #1-866-570-5277, which is responsible for receiving payments.

Wisconsin Assignment of Morigage JPMorgan Chase Bank N.A. Project W3543

Page I of 2

L73108W1 01/12 Rev. 02/14

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MITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on STAROS SESTIMATION OF THE SESTIM Assignor: JPMorgan Chase Bank, National Association VICE PRESIDENT Its: ACKNOWLEDGMENT 88 State of Louisiana Parish of Ouachita On this 16 day of March, 2016, before me appeared ERICAS. WEBB, to personally known, who, being by me duly sworn (or affirmed) did say that he/she is the WCE PRESIDENT, of JPMorgan Chase Bank, National Association, and that the seal affixed to said instrument is the corporate seal of said entity and that the instrument was signed and sealed on behalf of the said entity by authority of its board of directors and that ERICA S. WEBB acknowledged the instrument to be the free act and deed of the said entity. Signature of Notarial Officer **EVA REESE** Eva Reese OUACHITA PARISH, LOUISIANA LIFETIME COMMISSION NOTARY ID # 17070 Printed Name Notary Public Title or Rank My Commission Expires: (Seal, if any) This instrument was drafted by: PEIRSONPATTERSON, LLP 13750 OMEGA ROAD DALLAS, TX 75244-4505

Wisconsin Assignment of Morigage

JPMorgan Chase Bank N.A. Project W3543

Page 2 of 2

L73108WI 01/12 Rev. 02/14

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#### DOC # 10690072

RECORDED 07/10/2017 6:09 AM

JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI **AMOUNT: 30.00** FEE EXEMPT #: electronically recorded and returned to the submitter. \*\*

When Recorded Return To: Fannie Mac C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Herbor, EL 34683

NTC Order# Meridian Loa Fannie Mae L Tax Code/PIN

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to MTGLQ INVESTORS, L.P., WHOSE ADDRESS IS 6011 CONNECTION DR., IRVING, TX 75039, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage bearing the date 02/22/2002, made by CHRISTOPHER R. GOLOMSKI AND CATHI E. GOLOMSKI to STATE CENTRAL CREDIT UNION, and recorded on 03/13/2002 in Official Records Reel 5283. Image 5594 and Doc # 8242629, in office of the Register of Deeds of MULWAUKEE County, Wisconsin,

LOT 35, IN BLOCK 4, IN VOCEL PARK, A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

Modification: DATED: 01/01/2015, REC. DATE: 01/14/2015, DOC# 10426444.

IN WITNESS WHEREOF, this Assignment was executed this 07th day of July in the year 2017. REDERAL NATIONAL MORTGAGE ASSOCIATION, by NATIONWIDE TITLE CLEARING, INC., its Attorney-in-Fact

ZOE LEE

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 07th day of July in the year 2017, by Zoe Lee as VICE PRESIDENT of NATIONWIDE TITLE CLEARING, INC. as Attorney-in-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

SHEILAH MORRIS

COMMEXPIRES: 10/13/2020

SHEILAH MORRUS Natur Libro-State of Florida My Gonzalesion NGC 38533 Explans October 13,2020

This document was drafted by: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, KI, 34683 (800)346-9152

# **EXHIBIT 4**

### DEBTOR'S NAME: Cathi Ellen Golomski Case No. 17-25524-bhl Property Address 2920 S. 10<sup>th</sup> Street, Milwaukee, WI 53215

Based on the regularly-maintained records of the mortgage servicer, the following is a summary of the debtor's payment history since post-petition mortgage payments were last current:

	Date Payment Due	Amount Due	Date Payment Received	Amount Received	Post-Petition Month Applied As	Suspense Balance
1	7/1/2017	\$409.95	7/12/2017	\$394.96	NA	\$394.96
2	8/1/2017	\$409.95	8/22/2017	\$400.00	7/1/2017	\$385.01
3	9/1/2017	\$409.95	9/20/2017	\$450.00	8/1/2017	\$425.06
4	10/1/2017	\$409.95	NA	NA	9/1/2017	\$15.11
5	11/1/2017	\$409.95	10/20/2017	\$450.00	10/1/2017	\$55.16
6	12/1/2017	\$409.95	11/28/2017	\$450.00	11/1/2017	\$95.21
7	1/1/2018	\$409.95	NA	NA	NA	NA
8	2/1/2018	\$409.95	NA	NA	NA	NA
9	3/1/2018	\$409.95	NA	NA		NA
10	NA	NA	NA	NA	NA	NA